

## US DISTRICT COURT DISTRICT OF MASSACHUSETTS COURT, INC.

Alleged Plaintiff

WASHINGTON MUTUAL BANK INC.  
A corporation  
v.Case (account) Number 05 - 11686WGY  
Administrative Law Judge: YOUNG, W.G.  
esquire

Alleged Defendant

DAN W. ADAMS, ET AL  
A legal fiction**VERIFIED JUDICIAL NOTICE AND DEMAND**  
[EV. RULE 201, for ministerial use only]

Notice to the agent is notice to the principal, notice to the principal is notice to the agent.

**WARNING: If you are incompetent to understand the importance of the enclosed presentation, you are STRONGLY urged to seek competent council!****"WOE TO YOU ALSO, LAWYERS! FOR YOU LOAD MEN WITH BURDENS HARD TO BEAR, AND YOU YOURSELVES DO NOT TOUCH THE BURDENS WITH ONE OF YOUR FINGERS." The Book of Luke, the forty-sixth verse of the eleventh chapter.****"WOE TO YOU LAWYERS! FOR YOU HAVE TAKEN AWAY THE KEY OF KNOWLEDGE. YOU DID NOT ENTER IN YOURSELVES, AND THOSE WHO WERE ENTERING IN YOU HINDERED." The Book of Luke, the Fifty-second verse of the eleventh chapter.**

Now comes Dan Wayne Adams, Sui Juris, third party intervenor, by special appearance to challenge the subject matter jurisdiction in this matter, hereinafter referred to as me, my, I or the like, to give the following **VERIFIED JUDICIAL NOTICE** with clean hands, full disclosure and no intent to defraud, furthermore, the following first hand asseverations are true, complete, certain and not meant to mislead. Additionally this presentment is not put forth for purposes of delay nor to request any B.A.R. member attorned esquire, or agents thereof, to make any determinations for me, legal or otherwise, including but not limited to any so called "overturning of a motion". This is not a motion. This is a NOTICE. If you are reading this then the presumption will operate that you have ACTUAL NOTICE of the subject matter herein and by acting contrary to this NOTICE you will be bound by its terms. Fail not under penalty of Law!

**VERIFIED JUDICIAL NOTICE AND DEMAND** is hereby given that:

- 1.) I am of legal age, competent to testify and under no legal disability.
- 2.) I am not an attorney.
- 3.) I am unschooled in law.
- 4.) On or about August 18<sup>th</sup>, 2005 a purported civil complaint was filed in the private, corporate, administrative, commercial, inferior, venue herein referred to as the US DISTRICT COURT DISTRICT OF MASSACHUSETTS COURT INC.
- 5.) In that complaint, Alleged Plaintiff has failed to establish subject matter jurisdiction in this instant matter
- 6.) In that complaint, Alleged Plaintiff has failed to establish subject matter jurisdiction in this instant matter

U.S. DISTRICT COURT  
 DISTRICT OF MASSACHUSETTS  
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**VERIFIED JUDICIAL NOTICE AND DEMAND**

Case (account) Number 05 - 11686WGY

7.) I hereby accept Alleged Plaintiff's offer upon proof of claim that:

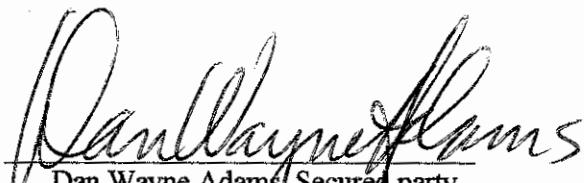
- a. I have agreed to be subject to the jurisdiction of a private, corporate, administrative, commercial, inferior court;
- b. a private, corporate, administrative, commercial, inferior court has any authority to move against a non-belligerent flesh and blood man without making a declaration of war;
- c. each and every corporate actor involved in this unlawful action has not, by this action, declared war against me, accepting the consequences thereof, for their deviant behavior rendering them disabled to proceed with any action;
- d. each and every corporate actor involved in this unlawful action has not, by this action, committed TREASON accepting the consequences thereof, rendering them disabled to proceed with any action;
- e. the private, corporate, administrative, commercial, court is not bankrupt and or insolvent rendering it disabled to proceed with any action;
- f. there is any lawful money of account in circulation;
- f. as an operation of Law, an ALJ (administrative law judge) has the power to impose civil sanctions or to award civil damages;
- h. each and every corporate actor involved in this unlawful action is not a lazy and disgraceful incompetent;
- i. I have asked for any B.A.R. member attorney esquire, or agents thereof, to make any legal determinations for me;
- j. each and every corporate actor involved in this unlawful action is not acting in conflict of interest in this matter;
- k. my fee for the unauthorized use of my common law copyright protected property has been paid in full;
- L. there is an injured party in this instant matter;
- m. there is mens rea in this matter;
- n. each and every corporate actor involved in this unlawful action is above the Law;
- o. It is not impossibility for any corporate actor involved in this matter to know what a man is thinking;
- p. an IBOE is not legal tender;
- q. alleged Plaintiff did not sell and is in possession of the original unaltered promissory note signed by the Undersigned;
- r. alleged plaintiff's charter allowed plaintiff to loan credit;
- s. alleged Plaintiff did not accept the IBOE tendered by me;
- t. alleged Plaintiff can produce the name, address and account number of the company who was the source of the credit loaned to me;

**VERIFIED JUDICIAL NOTICE AND DEMAND**

Case (account) Number 05 - 11686WGY

- u. the Promissory note signed by me was not the basis of the credit instrument Plaintiff loaned the undersigned;
- v. the alleged plaintiff is authorized by post bankruptcy public policy to loan credit;
- 8.) Additionally Alleged Plaintiff's agent and I have entered into negotiations, a true and accurate copy of which is attached hereto and made a part of this VERIFIED JUDICIAL NOTICE AND DEMAND by reference as if fully written out herein and hereinafter referred to as ADMINISTRATIVE PROCEDURE, to exhaust administrative remedies and not waste this, private, corporate, administrative, commercial, court's time.
- 9.) Accordingly this matter must now be dismissed for failure to state a claim for which relief may be granted for want of subject matter jurisdiction.
- 10.) The value placed on the losses incurred by the continued actions of libel and barratry is one million dollars lawful specie gold or silver coin, per occurrence.
- 11.) The corporate actors involved in this matter are to rescind the unlawful COMPLAINT within three days of the day of the verifiable receipt of this VERIFIED JUDICIAL NOTICE AND DEMAND to avoid a claim against the unlimited commercial liability of the corporate actors involved in this matter.
- 12.) All corporate actors involved in this matter are to settle and close this account immediately.
- 13.) Continued unlawful prosecution of the instant matter without a bona fide lawful cause including the verified claim of an injured party, after the stated deadline will establish that all corporate actors involved in this matter give agreement, consent and stipulation to be bound by tacit consent to me, by adhesion, for the losses as outlined herein,
- 14.) Continued unlawful prosecution of the instant matter without a bona fide lawful cause including the verified claim of an injured party, after the stated deadline will be accepted as an offer to extend 100% unlimited commercial liability to indemnify me for the losses in the enclosed PROPOSED STATEMENT OF ACCOUNT,
- 15.) By these presents, I am exhausting my administrative remedies

My yes is my yes and my no is my no.

  
Dan Wayne Adams  
 Dan Wayne Adams, Secured party  
 Authorized Representative  
  
 Witness

  
 Witness

## US DISTRICT COURT DISTRICT OF MASSACHUSETTS inc

Alleged Plaintiff  
 WASHINGTON MUTUAL BANK inc.  
 A corporation

Case (account) Number 05 - 11686WGY  
 Administrative Law Judge: YOUNG, W.G.  
 esquire

v.

Alleged Defendant  
 DAN W. ADAMS et. Al.  
 A legal fiction

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 CLERKS OFFICE  
 DISTRICT OF MASSACHUSETTS

**AFFIDAVIT OF REBUTTAL BY SPECIFIC NEGATIVE AVERMENT, COUNTERCLAIM WITH PROPOSED STATEMENT OF ACCOUNT, JURY DEMAND, DEFINITIONS, AND ACCEPTANCE OF OATH OF OFFICE ENDORSED HEREIN.**

[CV. R. 9, for ministerial use only]

Notice to the agent is notice to the principal, notice to the principal is notice to the agent.

Now comes Dan Wayne Adams, by special appearance, Sui Juris, third party intervenor, hereinafter referred to as me, my, I or the like, to make the following AFFIDAVIT with clean hands, full disclosure and no intent to defraud, furthermore, the following first hand asseverations are true, complete, certain and not meant to mislead. Additionally this presentation is not put forth for purposes of delay nor to request any B.A.R. member attorned esquire, or agents thereof, to make any determinations for me, legal or otherwise, including but not limited to any so called "overturning of a motion". This is not a motion. This is a NOTICE. If you are reading this then the presumption will operate that you have ACTUAL NOTICE of the subject matter herein and by acting contrary to this NOTICE you will be bound by its terms. Fail not under penalty of Law!

- 1.) I am of legal age, competent to testify and under no legal disability.
- 2.) I am not an attorney
- 3.) I am unschooled in law
- 4.) The enclosed NOTICE AND DEMAND with attachments to WILLIAM G. YOUNG, respondent is made a part of this AFFIDAVIT by reference as if fully written out herein and hereinafter referred to as NOTICE AND DEMAND.
- 5.) The enclosed AFFIDAVIT OF NON CORPORATE STATUS is made a part of this AFFIDAVIT by reference as if fully written out herein and hereinafter referred to as AFFIDAVIT OF NON CORPORATE STATUS.
- 6.) The enclosed ACCEPTANCE OF OATH OF OFFICE is made a part of this AFFIDAVIT by reference as if fully written out herein and hereinafter referred to as ACCEPTANCE OF OATH OF OFFICE.
- 7.) The enclosed DEFINITIONS is made a part of this AFFIDAVIT by reference as if fully written out herein and hereinafter referred to DEFINITIONS.
- 8.) The enclosed LETTER ROGATORY is made a part of this AFFIDAVIT by reference as if fully written out herein and hereinafter referred to LETTER ROGATORY.

**AFFIDAVIT**

Case (account) Number 05 - 11686WGY

9.) The enclosed STANDARD FORM 24 is made a part of this AFFIDAVIT by reference as if fully written out herein and hereinafter referred to as FORM 24

10.) The enclosed STANDARD FORM 25 is made a part of this AFFIDAVIT by reference as if fully written out herein and hereinafter referred to as FORM 25

11.) The enclosed STANDARD FORM 25a is made a part of this AFFIDAVIT by reference as if fully written out herein and hereinafter referred to as FORM 25a

12.) The enclosed PROMISSORY NOTE is made a part of this AFFIDAVIT by reference as if fully written out herein and hereinafter referred to as the NOTE.

13.) The NOTE is tendered in full payment for any assessment involved in this matter.

14.) Any interested party has three days from the verified receipt of this AFFIDAVIT to rebut this AFFIDAVIT item by item and line by line or be forever estopped by DEFAULT.

15.) DEFAULT on the part of respondent will constitute agreement, consent and stipulation to be bound by tacit consent to me, by adhesion, for the liability as outlined in the NOTICE AND DEMAND.

16.) DEFAULT on the part of respondent will vest DAN W. ADAMS with POWER OF ATTORNEY of all respondents for the purpose of liquidating all of the assets of respondents to satisfy this obligation.

17.) If additional time is needed for a rebuttal, respondent must request a reasonable extension of time within the three day limit accompanied with the release of the "COMPLAINT" against DAN W. ADAMS or the posting to the security of DAN W. ADAMS a bond equaling the amount of gold or silver coin necessary to compensate me for the trespass in an amount equaling 1 million dollars, lawful specie gold or silver coin.

18.) On or about August 18<sup>th</sup>, 2005 a COMPLAINT number 05 - 11686WGY hereinafter referred to as COMPLAINT was filed in US DISTRICT COURT DISTRICT OF MASSACHUSETTS COURT inc., to which I now tender this;

**AFFIDAVIT IN REBUTTAL BY NEGATIVE AVERMENTS** Case (account) Number 05 - 11686WGY

19.) I am in possession of no reliable information or knowledge sufficient to form a belief that any private corporation has any standing to bring this action, sans a valid contract and I demand specific evidence to the contrary.

20.) I am in possession of no reliable information or knowledge sufficient to form a belief that a first hand competent fact witness has alleged any cause of action/injury for which relief may be granted and I demand specific evidence to the contrary.

21.) I am in possession of no reliable information or knowledge sufficient to form a belief that this court has subject matter jurisdiction in this instant matter and I demand specific evidence to the contrary.

22.) I am in possession of no reliable information or knowledge sufficient to form a belief I am the legal fiction identified as the DEFENDANT and I demand specific evidence to the contrary.

23.) I am in possession of no reliable information or knowledge sufficient to form a belief that any relevant NOTICE was served pursuant to law, and I demand specific evidence to the contrary.

- 24.) I am in possession of no reliable information or knowledge sufficient to form a belief that any verification of the COMPLAINT is included in the COMPLAINT and I demand specific evidence to the contrary.
- 25.) I am in possession of no reliable information or knowledge sufficient to form a belief that any respondent has any first hand knowledge of the instant matter making respondents a competent fact witness and I demand specific evidence to the contrary.
- 26.) I am in possession of no reliable information or knowledge sufficient to form a belief that my AFFIDAVIT OF NON CORPORATE STATUS does not establish that DAN W. ADAMS is a legal fiction and I demand specific evidence to the contrary.
- 27.) I am in possession of no reliable information or knowledge sufficient to form a belief that THE NOTE is not legal tender and I demand specific evidence to the contrary.

#### **COUNTERCLAIM**

- 28.) On March 28, 2005 an agent of WASHINGTON MUTUAL BANK, hereinafter WAMU, accepted my tender # 20 -12, true and accurate copies of which tender dated March 25, 2005 and proof of delivery [ certified mail # 7003 1010 0003 3698 9734 ] are included and are made a part of this AFFIDAVIT as if fully written out herein and hereinafter referred to as ADMINISTRATIVE PROCEDURE TO SETTLE AND CLOSE ACCOUNT.
- 29.) On April 11, 2005, hereinafter WAMU, did cause to be recorded in Barnstable County, Massachusetts a **DISCHARGE OF MORTGAGE**, a true and accurate copy of which is included herein;
- 30.) On April 29, 2005, WAMU agent Nicole Beckom did refuse this tender, a copy of which refusal is included;
- 31.) On or about August 18<sup>th</sup>, 2005 a COMPLAINT number 05 11686WGY hereinafter referred to as COMPLAINT was filed in US DISTRICT COURT DISTRICT OF MASSACHUSETTS COURT inc, as a direct result of refusal of tender by WAMU agent Nicole Beckom.
- 32.) Post Bankruptcy Public Policy at House Joint Resolution 192 of June 5<sup>th</sup>, 1933, public law 73-10, a true and accurate copy of which is attached and made a part of this AFFIDAVIT as if fully written out herein and hereinafter referred to as HJR 192, prohibits refusal of tender as an obstruction of the power of the Congress to regulate the value of the money of the United States,
- 33.) HJR 192 provides that discharge takes place, dollar for dollar, by operation of law upon refusal of tender.
- 34.) Post Bankruptcy Public Policy at U.C.C. 3-603(b), a true and accurate copy of which is attached and made a part of this AFFIDAVIT as if fully written out herein and hereinafter referred to as U.C.C. 3-603(b), prohibits refusal of tender,
- 35.) U.C.C. 3-603(b), provides that discharge takes place by operation of law upon refusal of tender,
- 36.) Post Bankruptcy Public Policy at MGL Chapter 106: Section 3-603, a true and accurate copy of which is attached and made a part of this AFFIDAVIT as if fully written out herein and hereinafter referred to as MGL CH106 Sec 3-603, prohibits refusal of tender,
- 37.) MGL CH 106 Sec 3- 603 provides that discharge takes place by operation of law upon refusal of tender,
- 38.) This is my good faith effort to settle and close this matter;

**COUNTERCLAIM** Case (account) Number 05 - 11686WGY

39.) This is my good faith effort to exhaust my administrative remedies,

40.) The value placed on the losses incurred by your continued actions of libel and barratry is a sum certain one million dollars lawful specie gold or silver coin,

41.) Any point in this AFFIDAVIT that supports any other part of this AFFIDAVIT is intended to support that point,

42.) The DEFINITIONS section, attached hereto and made a part of this AFFIDAVIT as if fully written out herein and hereinafter referred to as DEFINITIONS are from Black's Legal Dictionary,

43.) All terms used by any party in this matter are and will be defined and used as the Secured party understands them.

**PROPOSED STATEMENT OF ACCOUNT**

44.) Mary Ellen Manganelli, esquire, did on May 27, 2005 in case 05-287 Barnstable Superior Court and J. Patrick Kennedy, esquire, did on August 18<sup>th</sup>, 2005 in case 05-11686WGY cause to be entered on the public record, as outlined herein, libelous statements thereby committing the crimes of treason and barratry.

45.) Jon S. Davis, esquire, did, in a letter dated April 18, 2006, demand payment of the referenced account after said account was satisfied in full.

46.) The value placed on the losses incurred by your continued actions of libel, treason and barratry is a sum certain one million dollars lawful specie gold or silver coin.

47.) Three unauthorized uses of my common law copyright protected name are hereby assessed to you in the amount of three hundred thousand dollars lawful specie gold or silver coin. Copy of filed trademark enclosed herein.

48.) If you refuse or neglect to act as outlined herein within three days of your verified receipt of this PROPOSED STATEMENT OF ACCOUNT then the presumption will be established that you agree to be bound by adhesion to me for the following, due and payable immediately.

49.)	Date	Account #	explanation	Amount paid	Balance due
	On 5/27/05	05-287	treason barratry & libel	-0-	USD 1,000,000.00
	On 8/18/05	05 - 11686WGY	3 use fees for Name	-0-	USD 300,000.00
TOTAL BALANCE DUE.....					USD 1,300,000.00

**JURY DEMAND**

50.) If after you rebut this AFFIDAVIT their remain any points in controversy, I hereby DEMAND a fair and impartial common law trial by a jury of my peers to settle and close this matter

51.) All private copyrighted material cited herein is done so with fair use removing necessity for license.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30<sup>th</sup> day of May, 2006

Dan-Wayne Adams  
(Name)

Signed, sealed and in presence of:

Deborah A. Poole

State of Massachusetts                      )  
    )  
Barnstable County                         )

On this, the 30<sup>th</sup> day of May, 2006, before me a Notary Public, the undersigned officer, personally appeared Dan-Wayne Adams, known to me (or satisfactorily proven) to be the being whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained. In Witness Whereof, I have hereunto set my hand and Notarial Seal.

Seal



DEBORAH A. POOLE

Notary Public

Commonwealth of Massachusetts  
My Commission Expires April 18, 2008

Notary Public

Deborah Poole

## **DEFINITIONS**

Now comes Dan Wayne Adams, hereinafter referred to as me, my, I or the like, Sui Juris, to provide this list of definitions for the benefit of any incompetent B.A.R. member attorned esquires. Upon your consent, implied or otherwise, these definitions will control this presentment.

Acceptance by silence- Acceptance of an offer not by explicit words but through the lack of an offeree's response in circumstances in which the relationship between the offeror and offeree justifies both the offeror's expectation of a reply and the offeror's reasonable conclusion that the lack of one signals acceptance.

Agreement- 2. The parties' actual bargain as found in their language or by implication from other circumstances, including course of dealing or usage of trade or course of performance.

Barratry- the practice of exciting groundless judicial proceedings

Contract- an agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law <a binding contract>

Default-The omission or failure to perform a legal or contractual duty; esp., the failure to pay a debt when due.

Dishonor- To refuse or decline to accept a bill of exchange, or to refuse or neglect to pay a bill or note at maturity.

Legal Tender- That type of coin, money, or circulating medium which the law compels a creditor to accept in payment of his debt, when tendered by the debtor in the right amount.

## AFFIDAVIT OF NON CORPORATE STATUS

Affiant Dan-Wayne: Adams, being of sound mind and competent to make this affidavit with personal knowledge of the information and facts contained herein, in attesting to said facts in his authorized capacity,

1. That Affiant is not a corporation created under the laws of the United States or any state of the Union States, the District of Columbia, or any territory, commonwealth or possession of the United States or a foreign state or country, public or private.
2. That Affiant is not an officer, agent, shareholder, franchise or fiduciary agent, surety, resident inhabitant or domiciled in any corporation.
3. That Affiant is not a vessel a vessel documented under Chapter 121 of Title 46, United States Code or a vessel numbered as provided in Chapter 123 of said Title.
4. That Affiant is not an enemy of the United States or any corporation created under the laws of the United States or any state of the Union States, the District of Columbia, or any territory, commonwealth or possession of the United States or a foreign state or country, public or private.
5. Any presumption that the Affiant is any of the above or documentation implying any of the above, is not the act or intention of this Affiant and any such presumption or documentation is fraudulent, illusionary, false representation of a matter of fact or a kind of artifice employed by one person to deceive another for self-serving purposes.
6. The Affiant is neither affiliated with or an enemy of any public or private corporation, domestic or foreign, but is a neutral body,
7. The Affiant's name, Dan-Wayne: Adams and location 15 Highfield Drive, Sandwich [02563] Massachusetts are particularly unique to this Affiant, although not affiliated with the "Corporate Body Politic" near the same location and it suffices as complete, necessary and sufficient identification evidencing Affiant's neutral standing (15 USC 1681b).
8. Further, I do solemnly attest that the foregoing facts contained herein are true, correct and complete, to the best of my knowledge and belief, under penalty of perjury in accordance with the laws of the United States and the Law of Nations.

Further Affiant sayeth not.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30<sup>th</sup> day of May, 2006

Dan-Wayne Adams  
(Name)

Signed, sealed and Delivered in presence of:

Deborah A. Poole

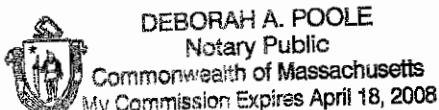
State of Massachusetts      )  
                                )  
Barnstable County            )

On this, the 30<sup>th</sup> day of May, 2006, before me a Notary Public, the undersigned officer, personally appeared Dan-Wayne: Adams, known to me (or satisfactorily proven) to be the being whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

In Witness Whereof, I have hereunto set my hand and Notarial Seal.

Seal

D. Marshall  
Notary Public



US DISTRICT COURT DISTRICT OF MASSACHUSETTS COURT inc

Alleged Plaintiff  
STATE OF MASSACHUSETTS inc.  
A corporation

Case (account) Number 05 11686WGY  
Administrative Law Judge: YOUNG, W. G.  
esquire

v.

Alleged Defendant  
DAN W. ADAMS et. Al.  
A legal fiction

**NOTICE OF ACCEPTANCE OF OATH OF OFFICE OF YOUNG, W. G. esquire**

Notice to the agent is notice to the principal, notice to the principal is notice to the agent.

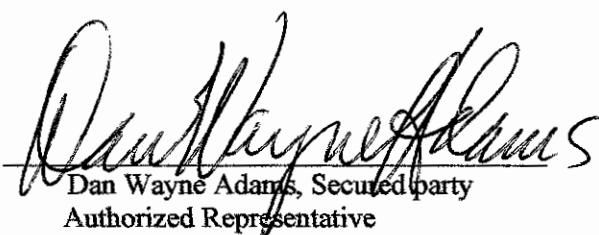
Re: ACCEPTANCE OF OATH OF OFFICE OF YOUNG, W. G., esquire

Now comes Dan Wayne Adams, Sui Juris, third party intervener, hereinafter referred to as me, my, I or the like, to make the following AFFIDAVIT with clean hands, full disclosure and no intent to defraud, furthermore, the following first hand asseverations are true, complete, certain and not meant to mislead Additionally this presentation is not put forth for purposes of delay nor to request any B.A.R. member attorney esquire, or agents thereof, to make any determinations for me, legal or otherwise, including but not limited to any so called "overturning of a motion". This is not a motion. This is a NOTICE. If you are reading this then the presumption will operate that you have ACTUAL NOTICE of the subject matter herein and by acting contrary to this NOTICE you will be bound by its terms. Fail not under penalty of Law!

NOTICE is hereby given that:

- 1.) I am of legal age, competent to testify and under no legal disability.
- 2.) As the creditor and principal, I hereby formally accept the OATH OF OFFICE OF YOUNG, W. G., esquire forming a contract between the parties in the Common Law.

My yes is my yes and my no is my no.



Dan Wayne Adams  
Dan Wayne Adams, Secured party  
Authorized Representative